

2-0559
STORAGE
Approved as to Form and Legality

Date Adopted:

May 10, 1977

THIS DOES NOT
CIRCULATE

County Counsel

Mercer

11-00

At
Basis
Also con-

COUNTY EXECUTIVE AND CLERK OF THE BOARD AUTHORIZED
TO EXECUTE CONTRACT WITH AFSCME LOCAL 2922,
MERCER COUNTY WHITE COLLAR WORKERS, FOR
CALENDAR YEARS 1977 AND 1978

WHEREAS, AFSCME Local 2922 is the sole and exclusive bargaining agent for the County's White Collar Workers; and,

WHEREAS, negotiations have been conducted resulting in a contract between AFSCME Local 2922 and the County of Mercer; and,

WHEREAS, it is in the best interests of the County of Mercer to enter into a contract with AFSCME Local 2922, Mercer County White Collar Workers, for Calendar Years 1977 and 1978, a copy of which is annexed hereto and made part hereof; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk of the Board of Chosen Freeholders be and they are hereby authorized to execute the annexed contract between AFSCME Local 2922 and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk of the Board forward a copy of the contract to Mr. Daniel Mennella, County Administrator, Mr. Jerry Guadagno, Personnel Director, AFSCME Local 2922.

BY: Mr. Driver

LIBRARY
Institute of Management and
Labor Relations

OCT 06 1978

RUTGERS UNIVERSITY

Joseph L. M. Rade
Clerk of the Board

RECORD OF VOTE

Freeholder	Aye	Nay	N.V.	A.B.	Res.	Sec.	Freeholder	Aye	Nay	N.V.	A.B.	Res.	Sec.
Driver	X				✓		Sollami	X					
Hedden	X						Tighue	X					
Howard	X						Watson	X					
Sigmund	X					✓							

X—Indicates Vote

A.B.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

AGREEMENT

between

THE COUNTY OF MERCER

and

LOCAL 2922 OF
THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO

Effective: January 1, 1977

Expires: December 31, 1978

I N D E X

Preamble.....	1
Recognition.....	2
Union Security.....	3
Management Rights.....	4
Work Schedules.....	5
Overtime.....	6
Pay Scales and Rates.....	8
Call-in Time.....	10
Insurance and Retirement Benefits.....	11
Paid Leaves of Absence.....	12
Absence Without Leave.....	16
Maternity Leave of Absence.....	17
Non-Paid Leaves of Absence.....	18
Seniority.....	19
Holidays.....	20
Grievance Procedure.....	21
Safety and Health.....	24
Equal Treatment.....	25
Work Rules.....	26
Annual Vacation Leave.....	27
Longevity.....	30
Classifications and Job Descriptions.....	31
Strikes and Lockouts.....	32
General Provisions.....	33
Separability and Savings.....	34
Termination.....	35
Court Clerk's Addendum.....	37
1977 Classifications/Salary Ranges.....	39
1978 Classifications/Salary Ranges.....	43

PREAMBLE

Whereas, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the County, to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and,

Whereas, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey; and,

Whereas, it is in the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

This Agreement dated _____, between the COUNTY OF MERCER, a body politic of the State of New Jersey, hereinafter referred to as "County" and Local NO. 2922, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, HEREINAFTER REFERRED TO AS THE "UNION", and

Whereas, the County and the Union entered into an Agreement on _____, which agreement was approved by the Board of Chosen Freeholders of Mercer County.

NOW THEREFORE, the parties agree with each other as follows:

1.

RECOGNITION

1.1 The employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendixes A and B attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

2.

UNION SECURITY

2.1 Upon receipt of a lawfully executed written authorization from an employee, the County agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the 10th day of the succeeding month to the official designated by the union in writing to receive such deductions. The union will notify the County in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with NJSA 52:14-15.9 (e) as amended. The authorization shall remain in effect unless terminated by the employee in accordance with NJSA 52:14-15.9 (e) as amended.

2.2 The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders of judgements brought or issued against the County as a result of any action by the County under the provisions of this Article.

3.

MANAGEMENT RIGHTS

3.1 The County retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement between the County and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the County.

4.

WORK SCHEDULES

4.1 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

4.2 Work schedules and the starting time of work shifts shall be determined by the County after consultation with the Union and may be changed by giving the employees and Union a minimum of two (2) weeks advance notice. In emergency situations the work schedules and starting time of work shifts may be changed at the discretion of the County.

5.

OVERTIME

5.1 Time and one-half the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under any of the following conditions, but compensation shall not be paid twice for the same hours.

(a) Daily - All work performed beyond the normal work schedule as provided in Paragraph 5.3 below.

(b) Weekly - All work performed beyond the normal work week.

(c) All work performed on Saturday.

(d) All work performed on a Holiday plus the regular day's pay.

5.2 Double time the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under the following conditions:

(a) All work performed on Sunday.

(b) All consecutive hours of work performed in excess of sixteen {16} consecutive hours.

5.3 Authorized overtime work performed beyond the normal work schedule shall be calculated and paid in the following manner:

(a) From the termination of the normal work schedule through the first fifteen (15) minutes of authorized overtime--no compensation.

(b) From the sixteenth (16th) minute through the thirtieth (30th) minute of authorized overtime - a one-half hour overtime payment.

(c) From the thirty-first (31st) minute and thereafter of all authorized overtime - payment for all overtime worked, commencing with the termination of the normal work schedule through the termination of authorized overtime assignment.

5.4 Authorized sick days, vacation days, personal days or any other authorized leave of absence are considered work days for the computation of overtime payments in paragraphs 5.1 and 5.2 above.

5.5 The County agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours overtime or is called in on an emergency basis before his/her normal starting time and works through his/her regular meal period. Employee's so entitled, based on the above criteria, will be paid a meal allowance at the rate of \$2.00, \$3.00 and \$5.00 for breakfast, lunch or dinner respectively.

Employee's working authorized, regularly scheduled overtime on Saturday, Sunday or Holidays will not be entitled to a meal allowance.

PAY SCALES AND RATES

6.1 The 1977 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached, and the 1978 pay for all employees covered by this Agreement shall be as set forth in Appendix B attached.

6.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of both parties.

6.3 All employees covered by this Agreement who were hired prior to July 1, 1976 shall have their salaries increased during calendar years 1977 and 1978 based upon the following schedule:

- (a) Effective January 1, 1977, the new minimum as set forth in Appendix A (if applicable).
- (b) Effective January 1, 1977, \$400. on their base annual salary as of January 1, 1977, not to exceed the maximum of the range as set forth in Appendix A.
- (c) Effective July 1, 1977, five (5) percent on their base annual salary as of June 30, 1977, not to exceed the maximum of the range as set forth in Appendix A.
- (d) Effective January 1, 1978, \$600. on their base annual salary as of December 31, 1977.
- (e) Effective July 1, 1978, five (5) percent on their base annual salary as of June 30, 1978, not to exceed the maximum of the range as set forth in Appendix B.

6.4 All employees covered by this Agreement who were hired during the period July 1, 1976 through March 31, 1977, shall have their salaries

increased during calendar years 1977 and 1978 based upon the following schedule:

- (a) Effective January 1, 1977, the new minimum as set forth in Appendix A. (Employees hired after January 1, 1977 will go to the new minimum effective their date of hire).
- (b) Effective January 1, 1978, \$600. on their base annual salaries as of December 31, 1977.
- (c) Effective July 1, 1978, five (5) percent on their base annual salary as of June 30, 1978, not to exceed the maximum of the range as set forth in Appendix B.

6.5 All employees covered by this Agreement who were hired during the period April 1, 1977 through December 31, 1977, shall receive a \$600. increase on their December 31, 1977 base salary for calendar year 1978, effective January 1, 1978.

6.6 An employee who performs work in a higher pay classification shall receive the minimum of the higher classification or an amount equal to five (5) percent above his/her present salary, whichever is higher, provided, however, such assignment is authorized by the Department Director and County Administrator and submission of CS-6 forms is made to Civil Service effecting said temporary appointment.

6.7 Those employees in this unit who receive a promotion to a higher classification shall go to the minimum of the new range or receive a salary increase of five (5) percent, whichever is higher. The anniversary date for such employees shall not change.

7.

CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

If the employee's call-in-time work assignment and his regular shift overlap he shall be paid at least two (2) hours at the time and one-half rate.

8.

INSURANCE AND RETIREMENT BENEFITS

8.1 The County agrees to provide Hospital/Medical insurance through the New Jersey State Health Benefits Program to eligible employees and their families as defined in the amended program and set forth in the Group Insurance contracts issued to the State Health Benefits Commission.

8.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974.

8.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System.

8.4 The County agrees to provide a \$1.00 co-payment Prescription Drug Program to eligible employees in accordance with the provisions of the contractual agreement between the County of Mercer and Blue Cross of New Jersey

8.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution No. 76-405, adopted September 14, 1976.

9.

PAID LEAVES OF ABSENCE

9.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being Mother, Father, Sister, Brother, spouse, child, mother-in-law, father-in-law or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days for bereavement purposes, commencing the day of death or day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than seven (7) hours pay for any one day.

9.2 UNION BUSINESS DAYS - An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than twenty (20) days in calendar year 1977 and thirty-four (34) days in calendar year 1978 for the above purpose, provided, a request for such days is made in writing and authorization granted by the County Administrator. The Union president or his designee shall be allowed such time off as is necessary to conduct intra-county union business, provided that prior approval is requested and authorization granted by the employee's Division Director, such authorization shall not be unreasonably denied.

9.3 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of occupational injury or illness shall be charged with loss of time up to and

including the fifth (5th) consecutive working day from date of injury or illness.

Any permanent employee who is disabled for a period of more than five (5) consecutive working days as a result of occupational injury or illness shall be granted a leave of absence with full pay for the entire period of disability; such leave to be limited to a maximum period of one (1) year from date of injury or illness. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

Any temporary, provisional or CETA employee who is disabled as a result of occupational injury or illness shall not be entitled to a leave of absence with full pay as outlined above, but shall be covered by the provisions of the Workmen's Compensation Law from date of injury or illness.

9.4 SICK LEAVE - All full time permanent, full time temporary or full time provisional employees shall be entitled to sick leave with pay.

(a) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance of the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

(b) The minimum sick leave with pay shall accrue to any full time permanent employee on the basis of one working day per month

during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1st of each succeeding year.

(c) The minimum sick leave with pay shall accrue to any full time temporary, full time provisional or full time CETA employee at the rate of one working day per month.

(d) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

(e) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article 8.5.

(f) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time in compliance with specific Department regulations.

(1) Failure to so notify his Supervisor shall be cause of denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days, shall constitute a resignation not in good standing.

(g) (1) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for Disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

(3) The Appointing Authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

(h) Part-time temporary, part-time provisional, seasonal or hourly paid employees shall not be entitled to sick leave.

(i) Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except Military leave.

9.5 PERSONAL LEAVE DAYS - All permanent employees covered by the provisions of the Agreement shall be entitled to three (3) days a year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization of said supervisor. The County reserves the right to deny requests for personal days as conditions warrant but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

ABSENCE WITHOUT LEAVE

10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and may be cause for disciplinary action.

11.

MATERNITY LEAVE OF ABSENCE

11.1 A permanent employee may be granted a maternity leave of absence for any period providing the employee has accrued time and presents a written doctor's certificate. Maternity leave may be renewed every three (3) months upon medical certification by the employee's doctor and presentation to the County Medical Examiner. Such leave may be renewed without pay. The maximum amount of maternity leave may not exceed one (1) year.

12.

NON-PAID LEAVES OF ABSENCE

12.1 An employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

12.2 The County will grant leaves of absence to two employees, not more than one from any Division, to accept full time Union employment. Sixty (60) days notice in writing shall be given to the County by any employee requesting such leave.

12.3 All other leaves of absence without pay shall be at the discretion of the County.

12.4 Employees returning from authorized leaves of absence as set forth in Articles 11 and 12 above will be restored to their original classification and salary which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave, vacation leave and longevity credits shall not accrue excepting for those on military leave.

SENIORITY

13.1 Seniority is defined as an employee's continuous length of service with the County beginning with his/her last date of hire. In the case of employees of Donnelly Memorial Hospital, date of hire shall be defined as date of hire with that institution.

13.2 Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation and scheduling.

Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the County.

13.3 The County shall maintain an accurate, up to date, seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

13.4 The County shall promptly advise the appropriate union representative of any changes which necessitate amendments to the seniority list.

14.

HOLIDAYS

14.1 The following days are recognized paid holidays whether or not worked:

New Year's Day

Labor Day

Martin Luther King's Birthday

Columbus Day

Washington's Birthday

General Election Day

Lincoln's Birthday

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

Day After Thanksgiving

Independence Day

Christmas Day

14.2 Holidays enumerated in (1) above which fall on a Saturday shall be celebrated on the preceding Friday; holidays that fall on Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall be celebrated, at the employee's option unless the County determines that it cannot be taken because of pressure of work.

14.3 In order to be eligible for holiday pay an employee must be on the active payroll of the County and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized with pay or ordered.

GRIEVANCE PROCEDURE

15.1 A grievance is defined as:

(1) A claimed breach, misinterpretation or improper applications of the terms of this Agreement (hereafter referred to as contractual); or

(2) A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy or orders, applicable to the Division or Department which employees the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and a supervisor and, if unresolved after discussion shall be resolved in the following manner:

Step 1: The Union steward or employee, or both, shall take up the grievance or dispute with the employee's Division Head within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Division Head shall meet with the grievant to discuss the grievance. The Division Head shall render a decision in writing within five (5) days after the meeting.

Step 2: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the Department Director within five (5) days from receipt of the response from the Division Head. No later than five (5) days after receipt of grievance, the Department Director shall meet with the grievant to discuss the grievance. The Department Director shall give an answer in writing no later than five (5)

days after the meeting.

Step 3: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Department Director is due, by written notice to Department Director shall request the Public Employment Relation Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning or interpretation of this Agreement.

15.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

15.3 The Union will notify the employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees and employer representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

15.4 Representatives of the Union, who are not employees previously accredited to the employer in writing by the Union, shall be permitted to

come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the employee's department Director or his designated representative, permission for which shall not be unreasonably withheld.

16.1 The employer shall at all times maintain safe and healthful working conditions.

16.2 The employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his alternates, with the approval of the employer, shall be permitted reasonable opportunity to visit work locations throughout the employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

17.

EQUAL TREATMENT

17.1 The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership or Union activities.

17.2 The County and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

18.

WORK RULES

18.1 The County may, after consultation with the Union, establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and shall be subject to the grievance procedure.

19.1 All full time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

19.2 Annual vacation leave with pay for all full time permanent employees shall be earned as follows:

(a) One working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

(b) After one year and to completion of five (5) years, twelve (12) working days.

(c) From beginning of sixth year to completion of tenth year, fifteen (15) working days.

(d) From beginning of eleventh (11th) year to completion of fifteenth (15th) year, twenty (20) working days.

(e) After completion of fifteenth (15th) year, twenty five (25) working days.

19.3 Annual vacation leave with pay for all full time temporary, full time provisional and CETA employees shall be earned at the rate of one day per month.

19.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

19.5 An employee who is called back to work while on authorized vacation, shall be paid one day's pay in addition to regular day's pay and shall not lose vacation day or days.

19.6 Vacation allowance must be taken during the current calendar year unless the employee's Department Director determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of five (5) vacation days, at the option of the employee, may be carried over from calendar year 1978 into calendar year 1979 and each succeeding year thereafter.

19.7 - A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

19.8 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceeding calendar year.

Whenever a permanent employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

19.9 Part time temporary, part time provisional, seasonal or hourly paid employees shall not be entitled to vacation leave.

19.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

LONGEVITY

20.1 Every full time employee, temporary or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200.00, commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$200.00.

Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury or illness shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

21.

CLASSIFICATIONS AND JOB DESCRIPTIONS

21.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and Appendix B and by reference are made part of this Agreement.

21.2 If during the term of this Agreement the County determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 2 of this Agreement.

22.

STRIKES AND LOCKOUTS

22.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the employer's work. The employer shall follow the grievance procedure for which provision is made herein and the employer shall not cause any lockout.

23.

GENERAL PROVISIONS

23.1 The employer agrees to make available one locked glass enclosed bulletin board at each of the following locations:

Court House

Administration Building

Donnelly Hospital

The said bulletin board shall be used for posting of the following notices: Union meetings, Union elections, Union election returns, Union appointments to office and Union recreational or social affairs.

23.2 The County agrees to provide a mileage reimbursement allowance of 12 cents per mile to all employees covered by this Agreement who are required to use their own private vehicle in connection with the performance of their duties as employees of the County of Mercer.

23.3 The provisions of this Agreement shall only apply to those employees in the Unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of the execution of this Agreement.

24.

SEPARABILITY AND SAVINGS

24.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

TERMINATION

25.1 Subject to the terms of this Agreement and the grievance procedure; the County has the right and responsibility to direct the affairs of the County including the right to plan, control and direct the operation of the equipment and work forces, to relieve employees due to lack of work; and to contract for and subcontract out services except that the employer agrees there will be no subcontracting of work which can be done by the regular work forces.

25.2 This Agreement shall be effective as of the 1st day of January, 1977 and shall remain in full force and effect until the 31st day of December, 1978. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be by certified mail by August 18th of any succeeding year.


In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 16th day of May, in the year Our Lord, One Thousand Nine Hundred and Seventy Seven.

ATTEST:

COUNTY OF MERCER


Joyce L. McDade
Joyce L. McDade, Clerk
Board of Chosen Freeholders

Arthur R. Sypek, Sr.
Arthur R. Sypek, Sr.
County Executive

AFSCME LOCAL 2922

Beverly K. Blakey
Beverly Blakey, President
AFSCME Local 2922

John J. Merkel
John J. Merkel, Executive Director
AFSCME Council No. 73

COURT CLERK'S ADDENDUM

1. Seniority for all employees covered by this Agreement who are working in the title of Senior Court Clerk or Court Clerk will be calculated from the date of initial (temporary or permanent) and continuous appointment in title. Said seniority shall only apply to Courtroom assignments in the case of the appointment of a new Judge and/or the creation of a vacancy in an already existing Courtroom assignment and in no way shall the provisions of this clause negate or mitigate the overall application of Article 13 of this Agreement.

2. Court Clerks who are called in to write bail shall be paid a minimum of four (4) hours pay at the rate of time and one-half their hourly rate of pay for evenings, Saturdays and Holidays and a minimum of four (4) hours pay at the rate of double time their hourly rate of pay for Sundays and after a normal work day schedule on Holidays. Additional overtime payments will only be paid in those situations where a Court Clerk is required to work in excess of the initial four (4) hours.

3. Court Clerks assigned to the Juvenile Section of the County Clerk's Office shall be paid a minimum of four (4) hours pay at their straight time hourly rate of pay when required to perform standby duty for Detention hearings at the Youth House. Should any Court Clerks be required to report to duty at the Youth House, said personnel shall be entitled to a minimum of four (4) hours pay at the rate of time and one-half their hourly rate of pay for Evenings, Saturdays and Holidays and a minimum of four (4) hours pay at the rate of double time their hourly rate of pay for Sundays and after the

normal work schedule on Holidays, but shall not be entitled to the four (4) hours straight time pay. Additional overtime payments will be paid only in those situations where a Court Clerk is required to work in excess of the initial four (4) hours.

4. Any overtime accrued by Court Clerks, excepting bail writing situations and Detention hearings at the Youth House, shall be paid at the employee's option at either the applicable overtime rate or with compensatory time off on an hour for hour basis.

5. Any Court Clerk who is disabled because of an assault or battery incurred during the performance of his/her duties in their assigned Courtroom shall be granted a leave of absence with full pay for the entire period of disability; such leave to be limited to maximum of eighteen (18) months from the date of disability.

6. Any Court Clerk who is ordered by their Judge to work during a regularly scheduled lunch period shall be granted one (1) hour of compensatory time or one (1) hour of overtime at the rate of time and one-half their hourly rate of pay; at the employee's option; provided that the employee is not granted a one hour lunch period for that day.

APPENDIX A

1977 ANNUAL SALARY RANGES

<u>TITLE</u>	<u>RANGE</u>
Account Clerk	\$ 6,000 - 8,246
Account Clerk (Typing)	6,000 - 8,246
Administrative Clerk - County Clerk	8,203 - 13,530
Administrative Clerk - Engineering	8,203 - 13,530
Administrative Clerk - Mosquito Control	8,203 - 13,530
Administrative Clerk - Tax Board	8,203 - 13,530
Administrative Secretary - Probation Department	8,203 - 13,530
Admitting Officer (Typing)	7,812 - 12,210
Assistant Chief Clerk - Prosecutor's Office	8,203 - 13,530
Bookkeeping Machine Operator	6,000 - 8,246
Cashier (Typing)	6,300 - 9,200
Clerk	6,000 - 8,246
Clerk Bookkeeper	6,000 - 8,246
Clerk Stenographer	6,300 - 8,757
Clerk Transcriber	6,000 - 8,343
Clerk Typist	6,000 - 8,246
Court Clerk	8,500 - 13,500
Court Clerk (Transcriber)	8,500 - 13,500
Court Clerk (Typing)	8,500 - 13,500
Deputy District Court Clerk	9,044 - 14,897
Disposition Clerk	7,086 - 10,140

<u>TITLE</u>	<u>RANGE</u>
Docket Clerk	\$ 6,300 - 9,200
Docket Clerk (Typing)	6,300 - 9,200
Elections Clerk	6,300 - 9,200
Field Representative - Senior Citizen Program	8,203 - 12,210
Head Clerk	8,203 - 12,898
Head Clerk (Stenographer)	8,203 - 12,898
Head Elections Clerk	8,203 - 12,898
Index Clerk	6,000 - 8,757
Index Machine Operator (Typing)	6,000 - 9,200
Investigator Consumer Protection	7,440 - 11,396
Investigator, Probation Department (Stenography)	7,424 - 11,396
Investigator, Probation Department (Typing)	7,424 - 11,396
Investigator, Property & Resources (Adjuster)	7,700 - 12,291
Legal Stenographer	6,300 - 9,661
Mail Clerk	6,000 - 8,246
Medical Records Clerk	6,300 - 9,661
Medical Stenographer	7,000 - 10,644
Medical Technician	7,000 - 10,644
Microfilm Operator	6,000 - 9,200
Microfilm System Supervisor	7,700 - 11,714
Passport Clerk	6,000 - 9,200
Payroll Supervisor - Finance	8,203 - 13,153
Principal Account Clerk	7,000 - 10,644
Principal Account Clerk (Stenography)	7,600 - 10,644
Principal Account Clerk (Typing)	7,300 - 10,644

<u>TITLE</u>	<u>RANGE</u>
Principal Bookkeeping Machine Operator	\$ 7,300 - 10,644
Principal Clerk	7,000 - 10,644
Principal Clerk Bookkeeper (Stenography)	7,600 - 10,644
Principal Clerk Bookkeeper (Typing)	7,300 - 10,644
Principal Clerk Stenographer	7,600 - 11,714
Principal Clerk (Typing)	7,300 - 10,644
Principal Docket Clerk	7,600 - 11,166
Principal Legal Stenographer	8,200 - 12,898
Probate Clerk (Typing)	7,600 - 11,166
Receptionist	6,000 - 8,246
Receptionist (Typing)	6,000 - 8,246
Secretarial Assistant	8,200 - 12,898
Senior Account Clerk	6,300 - 9,661
Senior Account Clerk (Typing)	6,300 - 9,661
Senior Bookkeeping Machine Operator	6,600 - 9,200
Senior Cashier	7,086 - 11,166
Senior Clerk	6,300 - 9,200
Senior Clerk Bookkeeper	6,300 - 9,200
Senior Clerk Stenographer	6,600 - 9,661
Senior Clerk Typist	6,300 - 9,200
Senior Court Clerk	9,000 - 14,000
Senior Docket Clerk	6,600 - 9,661
Senior Index Clerk	6,300 - 9,661

<u>TITLE</u>	<u>RANGE</u>
Senior Index Machine Operator	\$ 6,300 - 9,661
Senior Legal Stenographer	7,700 - 11,714
Senior Medical Records Clerk	7,000 - 11,166
Senior Microfilm Operator	6,300 - 9,661
Senior Probate Clerk (Typing)	7,700 - 12,291
Senior Telephone Operator	6,600 - 9,661
SENIOR TERMINAL OPERATOR	6,600 - 9,661
Storekeeper and Laundry Supervisor	8,200 - 12,898
Supervising Account Clerk	8,200 - 12,898
Supervising Bookkeeping Machine Operator	8,203 - 13,530
Supervising Cashier	8,203 - 13,530
Supervising Clerk	8,203 - 12,898
Supervising Clerk Stenographer	8,203 - 12,898
Supervisor of Hospital Stores	8,203 - 12,898
Supervisor of Records.- Probation Department	8,203 - 12,898
SUPERVISOR OF RECORDS - PROB. DEPT. (STENO)	8,598 - 12,898
Telephone Operator	6,000 - 8,343
Telephone Operator-Receptionist	6,000 - 8,343
TERMINAL OPERATOR	6,000 - 8,246
Vault Clerk	6,000 - 8,246

APPENDIX B

1978 ANNUAL SALARY RANGES

<u>TITLE</u>	<u>RANGE</u>
Account Clerk	\$ 6,600 - 8,846
Account Clerk (Typing)	6,600 - 8,846
Administrative Clerk - County Clerk	8,803 - 14,130
Administrative Clerk - Engineering	8,803 - 14,130
Administrative Clerk - Mosquito Control	8,803 - 14,130
Administrative Clerk - Tax Board	8,803 - 14,130
Administrative Secretary - Probation Department	8,803 - 14,130
Admitting Officer (Typing)	8,412 - 12,810
Assistant Chief Clerk - Prosecutor's Office	8,803 - 14,130
Bookkeeping Machine Operator	6,600 - 8,846
Cashier (Typing)	6,900 - 9,800
Clerk	6,600 - 8,846
Clerk Bookkeeper	6,600 - 8,846
Clerk Stenographer	6,900 - 9,357
Clerk Transcriber	6,600 - 8,943
Clerk Typist	6,600 - 8,846
Court Clerk	9,100 - 14,100
Court Clerk (Transcriber)	9,100 - 14,100
Court Clerk (Typing)	9,100 - 14,100
Deputy District Court Clerk	9,644 - 15,497
Disposition Clerk	7,686 - 10,740

<u>TITLE</u>	<u>RANGE</u>
Docket Clerk	\$ 6,900 - 9,800
Docket Clerk (Typing)	6,900 - 9,800
Elections Clerk	6,900 - 9,800
Field Representative - Senior Citizen Program	8,803 - 12,810
Head Clerk	8,803 - 13,498
Head Clerk (Stenographer)	8,803 - 13,498
Head Elections Clerk	8,803 - 13,498
Index Clerk	6,600 - 9,357
Index Machine Operator (Typing)	6,600 - 9,800
Investigator Consumer Protection	8,040 - 11,996
Investigator, Probation Department (Stenography)	8,024 - 11,996
Investigator, Probation Department (Typing)	8,024 - 11,996
Investigator, Property & Resources (Adjuster)	8,300 - 12,891
Legal Stenographer	6,900 - 10,261
Mail Clerk	6,600 - 8,846
Medical Records Clerk	6,900 - 10,261
Medical Stenographer	7,600 - 11,244
Medical Technician	7,600 - 11,244
Microfilm Operator	6,600 - 9,800
Microfilm System Supervisor	8,300 - 12,314
Passport Clerk	6,600 - 9,800
Payroll Supervisor - Finance	8,803 - 13,753
Principal Account Clerk	7,600 - 11,244
Principal Account Clerk (Stenography)	8,200 - 11,244
Principal Account Clerk (Typing)	7,900 - 11,244

<u>TITLE</u>	<u>RANGE</u>
Principal Bookkeeping Machine Operator	\$ 7,900 - 11,244
Principal Clerk	7,600 - 11,244
Principal Clerk Bookkeeper (Stenography)	8,200 - 11,244
Principal Clerk Bookkeeper (Typing)	7,900 - 11,244
Principal Clerk Stenographer	8,200 - 12,314
Principal Clerk (Typing)	7,900 - 11,244
Principal Docket Clerk	8,200 - 11,766
Principal Legal Stenographer	8,800 - 13,498
Probate Clerk (Typing)	8,200 - 11,766
Receptionist	6,600 - 8,846
Receptionist (Typing)	6,600 - 8,846
Secretarial Assistant	8,800 - 13,498
Senior Account Clerk	6,900 - 10,261
Senior Account Clerk (Typing)	6,900 - 10,261
Senior Bookkeeping Machine Operator	7,200 - 9,800
Senior Cashier	\$ 7,686 - 11,766
Senior Clerk	6,900 - 9,800
Senior Clerk Bookkeeper	6,900 - 9,800
Senior Clerk Stenographer	7,200 - 10,261
Senior Clerk Typist	6,900 - 9,800
Senior Court Clerk	9,600 - 14,600
Senior Docket Clerk	7,200 - 10,261
Senior Index Clerk	6,900 - 10,261

TITLERANGE

Senior Index Machine Operator	\$ 6,900 - 10,261
Senior Legal Stenographer	8,300 - 12,314
Senior Medical Records Clerk	7,600 - 11,766
Senior Microfilm Operator	6,900 - 10,261
Senior Probate Clerk (Typing)	8,300 - 12,891
Senior Telephone Operator	7,200 - 10,261
<i>SENIOR TERMINAL OPERATOR</i>	<i>7,200 - 10,261</i>
Storekeeper and Laundry Supervisor	8,800 - 13,498
Supervising Account Clerk	8,800 - 13,498
Supervising Bookkeeping Machine Operator	8,803 - 14,130
Supervising Cashier	8,803 - 14,130
Supervising Clerk	8,803 - 13,498
Supervising Clerk Stenographer	8,803 - 13,498
Supervisor of Hospital Stores	8,803 - 13,498
Supervisor of Records - Probation Department	8,803 - 13,498
<i>SUPERVISOR OF RECORDS - PROB. DEPT. (STAND)</i>	<i>9,198 - 13,498</i>
Telephone Operator	6,600 - 8,943
Telephone Operator-Receptionist	6,600 - 8,943
<i>TERMINAL OPERATOR</i>	<i>6,600 - 8,846</i>
Vault Clerk	6,600 - 8,846